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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF PUERTO RICO

IN THE MATTER OF:

José M. Quiques Torres,

Debtor

CASE NO: **10-10154 SEK**

CHAPTER: **13**

Banco Popular de Puerto Rico,
Movant,

José M. Quiques Torres,
Debtor-Respondent,

José R. Carrión Morales,
Trustee.

MOTION FOR RELIEF OF STAY UNDER 11 U.S.C. 362

TO THE HONORABLE COURT:

COMES now movant, **Banco Popular de Puerto Rico**, hereinafter referred to as "BPPR", by the undersigned attorney, and very respectfully alleges and prays:

1. José M. Quiques Torres hereinafter will be referred to as "**the debtor**".
2. BPPR, a secured creditor in the above captioned case, has not been offered nor provided adequate protection as required by section 362 of the Bankruptcy Code. Consequently, it moves to request that the automatic stay be lifted in order to continue with the mortgage foreclosure proceedings.

3. The pertinent part of section 362 states that:

- (d) On request of a party in interest and after notice and hearing, the court shall grant relief from stay provided under subsection (a) of this section, such as by terminating, annulling, modifying, or conditioning such stay-
 - (1) For cause, including the lack of adequate protection of an interest in property of such party in interest
 - (2) With respect to a stay of an act against property under subsection(a) of this section, if--
 - A) The debtor does not have an equity in such property ; and
 - B) Such property is not necessary to an effective reorganization;

4. BPPR is the holder in due course of a mortgage note in the principal sum of

\$181,044.00, bearing interest at **6.00%**, per annum ("the note"). The indebtedness evidenced by the note is secured by a mortgage executed before the notary public Alodia BAuza De Huertas on June 30th, 2006, deed number 246 ("the mortgage"). Attached hereto as Exhibit 1 is a copy of the note and as Exhibit 2 a copy of a title search that evidences BPPR's secured status.

5. The debtor's payment plan requires that the debtor make monthly regular post petition payments directly to BPPR.

6. The debtor has not made the monthly installments due to movant having incurred in a total of 3 post-petition installments in arrears to BPPR amounting to **\$3,498.81, plus \$400.00 in legal fees for the total amount of \$3,898.81.** Since then the installment of March has accrued for a total

arrearage of \$5,010.81. See Exhibit 3 attached hereto and made part hereof for an itemized statement of the arrearage.

7. The debtor's failure to make payments due under the mortgage note, results in the debtor's material default with the terms of the plan.
8. BPPR has not been offered and does not have adequate protection for the above mentioned security interest. Moreover, the debtor has failed to make post petition payments as called for under the terms of the plan. Consequently "cause" exists to lift the automatic stay.
9. In view of the foregoing BPPR respectfully requests for an order lifting the automatic stay pursuant to sections 362(d)(1) of the Bankruptcy Code.
10. On January 20th, 2011, BPPR filed secured proof of claim number 5. Pursuant to the Administrative Order number 10-02 entered on November 1, 2010, BPPR hereby requests that proof of claim number 5, be deemed withdrawn if the remedy herein requested is granted.
11. Attached hereto as Exhibit 4 is the non military service affidavit required for the entry of an order by default by the Servicemembers' Civil Relief Act, 50 USC Appx. §521.

WHEREFORE, BPPR respectfully prays that an order be entered authorizing the relief from the automatic stay pursuant to section 362 (d)(1) of the Bankruptcy Code, granting costs, expenses and attorney's fees to BPPR and authorizing BPPR to proceed with the foreclosure of the mortgage against the property of the debtor, with such further relief as is just and proper.

RESPECTFULLY SUBMITTED

I HEREBY CERTIFY that this 14 day of March, 2011, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following: the Trustee José R. Carrión Morales and to the debtor's attorney, Marilyn Valdes Ortega.

Martinez & Torres Law Offices
P.O. Box 192938 San Juan, PR 00919-2938
Tel. (787) 767-8244 & Fax (787) 767-1183

s/ Tania M. Vázquez Maldonado
By: Tania M. Vázquez Maldonado
USDC -PR 227810
tvazquez@martineztorreslaw.com

Vanessa M Torres Quiñones
USDC -PR 217401
vtorres@martineztorreslaw.com

**MORTGAGE NOTE
PAGARE HIPOTECARIO**

US \$ 181,044.00

Carolina Puerto Rico

30. day of June 2006.

1. "Borrower" means each person signing at the end of this Note, and the
1. "Deudor Hipotecario" significa cada persona que firma al final de este Pagare y sus
person's successors and assigns. "Lender" means THE MORTGAGE HOUSE INC.
succesores y cesionarios. "Acreedor Hipotecario" significa THE MORTGAGE HOUSE INC.
and its successors and assigns.
y sus sucesores y cesionarios.

2. In return for a loan received from Lender, Borrower promises to pay
2. A cambio de un préstamo recibido del Acreedor Hipotecario, el Deudor Hipotecario se
the principal sum of one hundred eighty one thousand forty dollars
obliga a pagar la cantidad principal de ciento ochenta y un mil cuarenta y cuatro

Dollars (U.S.\$181,044.00) plus interest, to the order of the
Dólares (U.S.\$181,044.00) más intereses, a la orden
Lender. Interest will be charged on unpaid principal from the date of
del Acreedor Hipotecario. Se cargarán intereses sobre el principal adeudado, desde la fecha
disbursement of the loan proceeds by Lender, at the rate of six
en que el Acreedor Hipotecario desembolse el producto del préstamo a razón de seis
per cent (6%) per year until the full amount of principal
por ciento (6%) anual hasta que el principal haya sido totalmente
has been paid.
pagado.

3. Borrower's promise to pay is secured by a mortgage that is dated the
3. La obligación de pagar del Deudor Hipotecario está garantizada por una hipoteca, otorgada
same date as this Note and called the "Security Instrument". The Security
gada en la misma fecha de este Pagare, denominada "Instrumento de la Hipoteca" protege al Acreedor
Instrument protects the Lender from losses which might result if Borrower
de Hipotecario de pérdidas que podrían resultar si el Deudor Hipotecario incumpliere con los
defaults under this Note.
términos de este Pagare.

4. (A) Borrower shall make a payment of principal and interest to Lender
4. (A) El Deudor Hipotecario hará un pago de principal más intereses, al Acreedor Hipotecario
on the first day of each month beginning on August 1, 2006. Any
el primer dia de cada mes comenzando el 1 de agosto de 2006. Cualquier pago
principal and interest remaining on the first day of July 1, 2036, will
principal más intereses adeudados al dia primero de julio de 2036, vencera en esa
be due on that date, which is called the "maturity date".
misma fecha que es denominada la fecha de vencimiento.

5. (B) Payment shall be made at the address notified to Borrower at
(B) El pago será efectuado en la dirección notificada al Deudor Hipotecario en el
closing or, at such place as Lender may designate in writing, by notice to
cierre o en cualquier otro lugar que el Acreedor Hipotecario designe por escrito con notificación
Borrower.
al Deudor Hipotecario.

6. (C) Each monthly payment of principal and interest will be in the
(C) Cada pago mensual de principal más intereses sera por la cantidad de mil ochenta y cinco dolares con
amount of one thousand eighty five dollars and forty five cents or dollars.
cuarenta y cinco centavos de dolares. (U.S.\$1,085.45)
amount of one thousand eighty five dollars and forty five cents or dollars. (U.S.\$1,085.45).

(C) If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including re- anteriormente, podrá requerir al Deudor Hipotecario que pague costas y gastos incluyendo not prohibited by applicable law. Such fees and costs shall bear interest exigir el cumplimiento de este Pagaré. Dichos honorarios, costas y gastos devengarán from the date of disbursement at the same rate as the principal of this interesas. Desde, El dia de su desembolso, al mismo tipo que el principal de este Pagaré

Note.

7. Borrower and any other person who has obligations under this note 7. El Deudor Hipotecario y cualquier otra persona que esté obligada bajo este Pagaré waive the rights of presentment and notice of dishonor. "Presentment" renuncian a los derechos de presentación y aviso de rechazo. "Presentación" significa el means the right to require Lender to demand payment of amounts due. Derecho de requerir al Acreedor Hipotecario que demande el pago de las cantidades vencidas. "Notice of Dishonor" means the right to require Lender to give notice to "Aviso de Rechazo" significa el derecho de requerir al Acreedor Hipotecario notificar a other persons that amounts due have not been paid. otras personas que las cantidades vencidas no han sido pagadas.

8. Unless applicable law requires a different method, any notice that 8. Salvo que el Derecho aplicable requiera un método distinto, cualquier notificación que must be given to Borrower under this Note will be given by delivering it or deba hacerse al Deudor Hipotecario bajo este Pagaré se hará mediante entrega o por correo de by mailing it by first class mail to Borrower at the Property address below primera clase, dirigida al Deudor Hipotecario, a la dirección de la Propiedad abajo indicada or at a different address if Borrower has given Lender a notice of Borrower a una dirección diferente si el Deudor Hipotecario le ha notificado al Acreedor Hipotecario's different address. de una dirección diferente.

Any notice that must be given to Lender under this Note will be given. Cualquier notificación que se deba hacer al Acreedor Hipotecario bajo este Pagaré se by first class mail to Lender at the address stated in Paragraph 4 (B) or at será hecha por correo de primera clase a la dirección expresada en el Parrafo 4(B) o a una a different address if Borrower is given notice of that different dirección, diferente, si el Deudor Hipotecario le ha sido notificada una dirección diferente, address.

9. If more than one person signs this Note, each person is fully and 9. Si más de una persona firma este Pagaré, cada una queda totalmente personalmente obligada personally obligated to keep all of the promises made in this Note, including a cumplir todos los compromisos contraídos en este Pagaré, incluyendo el de pagar la cantidad ing the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. total adeudada. Cualquier persona que sea garantizadora, fiador o endosante de este Pagaré está también obligada a cumplir todos los compromisos contraídos en el mismo. El Acreedor Any person who takes over these obligations, including the obligations of a nes, incluyendo las obligaciones de un garantizador, fiador o endosante de este Pagaré, tam- guarantor, surety or endorser of this Note, is also obligated to keep all bién esta obligado a cumplir todos los compromisos contraídos en el mismo. El Acreedor of the promises made in this Note. Lender may enforce its rights under Hipotecario podrá hacer valer sus derechos bajo este Pagaré en contra de cada persona individualmente o en contra de todos los firmantes de este Note against each person individually or against all signatories

(C) If Lender has required immediate payment in full, as described
(C) Si el Acreedor Hipotecario ha exigido el pago total inmediato, según se describe
above, Lender may require Borrower to pay costs and expenses including rea-
terioriamente, podrá requerir al Deudor Hipotecario que pague costas y gastos incluyendo
not prohibited by applicable law. Such interest and costs shall bear interest
exigir el cumplimiento de este Pagare. Dichos honorarios, costas y gastos devengarán
from the date of disbursement at the same rate as the principal of this
intereses. Desde El día de su desembolso, al mismo tiempo que el principal de este Pagare

Note.

7. Borrower and any other person who has obligations under this note
7. El Deudor Hipotecario y cualquier otra persona que este obligada bajo este Pagare
waive the rights of presentment and notice of dishonor. "Presentment"
renuncian a los derechos de presentación y aviso de rechazo. "Presentación" significa el
means the right to require Lender to demand payment of amounts due.
Derecho de requerirle al Acreedor Hipotecario que demande el pago de las cantidades vencidas.
"Notice of Dishonor" means the right to require Lender to give notice to
"Aviso de Rechazo" significa el derecho de requerir al Acreedor Hipotecario notificar a
other persons that amounts due have not been paid.
otras personas que las cantidades vencidas no han sido pagadas.

8. Unless applicable law requires a different method, any notice that
8. Salvo que el Derecho aplicable requiera un método distinto, cualquier notificación que
must be given to Borrower under this Note will be given by delivering it or
debe hacerse al Deudor Hipotecario bajo este Pagare, a través mediante entrega o por correo de
by mailing it by first class mail to Borrower at the Property address below
primera clase, dirigida al Deudor Hipotecario, a la dirección de la Propiedad abajo indicada
or at a different address if Borrower has given Lender a notice of Borrow-
o a una dirección diferente, si el Deudor Hipotecario le ha notificado al Acreedor Hipoteca-
er's dofferent address.
rio de una dirección diferente.

Any notice that must be given to Lender under this Note will be given
Cualquier notificación que se debe hacer al Acreedor Hipotecario bajo este Pagare le
by first class mail to Lender at the address stated in Paragraph 4 (B) or at
será hecha por correo de primera clase a la dirección expresada en el Parágrafo 4(B) o a una
a different address if Borrower has given notice of that different
dirección diferente si el Deudor Hipotecario le ha sido notificado una dirección diferente.
address.

9. If more than one person signs this Note, each person is fully and
9. Si más de una persona firma este Pagare, cada una queda total y personalmente obligada
personally obligated to keep all of the promises made in this Note, includ-
a cumplir todos los compromisos contraídos en este Pagare incluyendo el de pagar la cantidad
ing the promise to pay the full amount owed. Any person who is a guar-
total adeudada. Cualquier persona que sea garantizadora, endorso o endosante de este Pagare
tor, surety or endorser of this Note is also obligated to do these things.
está también obligada cumplir lo estipulado. Cualquier persona que asuma estas obligacio-
Any person who takes over these obligations, including the obligations of a
nes, incluyendo las obligaciones de un garantizador, fiador o endosante de este Pagare, tam-
guarantor, surety or endorser of this Note, is also obligated to keep all
bién esta obligada a cumplir todos los compromisos contraídos en el mismo. El Acreedor
of the promises made in this Note, may enforce its rights under
Hipotecario podrá hacer valer sus derechos bajo este Pagare contra de cada persona indivi-
this Note against each person individually or against all signatories

dualmente o en contra de todos los signatarios conjuntamente. A cualquier suscribiente de together. Any one person signing this Note may be required to pay all of este Pagare le podrá ser requerido el pago de todas las cantidades adeudadas bajo el mismo. The amounts owed under this Note.

BY SIGNING BELOW, Borrower accepts and agree to the terms and covenants contained in this Note. AL SUSCRIBIR este Pagare el Deudor Hipotecario acepta y está de acuerdo con los términos y pactos contenidos en el mismo.

This Note is secured by a mortgage executed by Deed number 246. Este Pagare está garantizado por Hipoteca constituida por la Escritura Número 246.

of this same date, before me, subscribing Notary, otorgada en esta misma fecha ante el Notario suscribiente.

In Carolina Puerto Rico, on June 30, 2006.
En Carolina Puerto Rico, a 30 de junio del 2006.

PAY TO THE ORDER OF
BANCO POPULAR DE PUERTO RICO

JOSE MANUEL CHIQUES TORRES

WITHOUT RE COURSE
POPULAR MORTGAGE INC.

D-203 ST LA COSTA GARDENS HOMES
FAJARDO, PR 00738
Property Address
Dirección de la Propiedad

Borrower(s)
Deudor(es) Hipotecario(s)

Pay to the order of

WITHOUT RE COURSE
BANCO POPULAR DE PUERTO RICO

Affidavit Number 8148
Adidávit Número 8148

Before me, the Notary, subscribed to and acknowledged by the appearing party (ies), duly identified, Carolina, Puerto Rico this June 30, 2006.



NOTARY PUBLIC

Pay to the order of

EL MORTGAGE HOUSE INC.

Without Recourse

The Mortgage House

Luis Alberto Cruz Viana, y/o

Hector Almen Cruz Viana

INFORME REGISTRAL

CASO PARA : MARTINEZ & TORRES LAW OFFICES, P.S.C.
ATENCION : MARIA BALDERA
CASO NUMERO : N/E 26722
REFERENTE : JUAN MANUEL CHIQUES TORRES
REGISTRO : FAJARDO (FAJARDO)

DESCRIPCIÓN:

URBANA: Solar marcado con el número 20 del bloque D en el plano de inscripción de la Urbanización La Costa Garden Homes localizado en el Barrio Demajagua del término municipal de Fajardo, Puerto Rico, con una cabida superficial de 532.2057 metros cuadrados. En lindes por el Norte, en una distancia de 14.01 metros con Urbanizadora Puertas del Sol; por el Sur, en una distancia de 14.01 metros con la calle número 3; por el Este, en una distancia de 39.76 metros con el lote D-21; y por el Oeste, en una distancia de 39.75 metros con el lote D-19. Contiene una casa de dos niveles de concreto diseñada para una familia.

TRACTO:

Se segregó de la finca que se forma mediante la inscripción de la escritura número 35 otorgada en San Juan, el 3 de octubre de 2003 ante el notario Nelson Herminio Meléndez López; presentada el asiento 498 diario 265 de Fajardo.

GRAVÁMENES:

Afecta por su procedencia a:

Servidumbres a favor de la Autoridad de Energía Eléctrica, Municipio de Fajardo, Autoridad de Acueductos y Alcantarillados, Puerto Rico Telephone Company y la Autoridad de Energía Eléctrica.

PRESENTACION:

Presentada el 14 de julio de 2006, al asiento 1021 del diario 281, según la escritura número 68, otorgada en San Juan, el 30 de junio de 2006, ante el notario José A. Crespo Rivera, por Ocean Valley Development, para que se inscriba segregación y compraventa a favor de José Manuel Chiqués Torres (soltero), por la suma de \$175,000.00. Pendiente de inscripción. 

PRESENTACION:

Presentada el 14 de julio de 2006, 1022 del diario 281, según la escritura número 246, otorgada en Carolina, el 30 de junio de 2006, ante la notario Alodia Bauzá De Huertas, por José Manuel Chiqués Torres (soltero), para que se inscriba hipoteca a favor de The Mortgage House Inc., por la suma de \$181,044.00 y sus intereses al 6% anual y vencedero 1 de julio de 2036. Pendiente de inscripción. 

INFORME REGISTRAL:

CASO: N/E 26722

PAGINA: 2

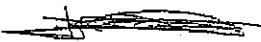
REVISADOS: Libro de Embargos, Sentencias, Embargos Federales y Bitácora por Electrónica, a
14 de diciembre de 2010.

L. J. N. TITLE SEARCH COMPANY, INC.

APARTADO 4511

CAROLINA, PUERTO RICO 00984

Tel. (787) 791-5381, Fax: (787) 791-5304

Por: 

OFICIAL AUTORIZADO

JST/nr

ADVERTENCIA: El presente informe representa la realidad registral según la información contenida en los Registros Oficiales del Registro de la Propiedad. La bitácora electrónica no es un libro oficial del Registro, por lo tanto no somos responsables de errores u omisiones en su contenido.

26722

STATEMENT OF ACCOUNT					
DEBTOR:	JOSE M CHIQUES TORRES			BPPR NUM:	0753
BANKRUPTCY NUM:	10-10154SEK			FILING DATE:	10/29/10
SECURED LIEN ON REAL PROPERTY					
Principal Balance as of	02/01/10			172,644.12	
Accrued Interest from	01/01/10	to	02/28/11	11,998.77	
Interest:	6.000%	Accrued num. of days:	417	Per Diem:	28.774020
Monthly payment to escrow					
Hazard	\$0.00	Taxes	\$0.00	MIP	\$0.00
A&H	\$0.00	Life	\$0.00		
Total monthly escrow	\$0.00	Months in arrears	13	Escrow in arrears	0.00
				Accrued Late Charge:	813.99
Advances Under Loan Contract:					
Title Search	\$45.00	Tax Certificate	\$0.00	Inspection	\$0.00
Other	\$171.02				216.02
Legal Fees:					300.00
Total amount owed as of	02/28/11			185,972.90	
AMOUNT IN ARREARS					
PRE-PETITION AMOUNT:					
10	payments of	\$1,112.00	each one	11,120.00	
	acummulated late charges			651.18	
Advances Under Loan Contract:					
Title Search	\$45.00	Tax Certificate	\$0.00	Inspection	\$0.00
Other	\$171.02				216.02
Legal Fees					300.00
A = TOTAL PRE-PETITION AMOUNT					12,287.20
POST-PETITION AMOUNT:					
3	payments of	\$1,112.00	each one	3,336.00	
	Late Charge			162.81	
B = TOTAL POST-PETITION AMOUNT					3,498.81
A + B = TOTAL AMOUNT IN ARREARS					15,786.01
OTHER INFORMATION					
Next pymt due	02/01/10	Interest rate	6.000%	P & I	\$1,085.45
Investor	BPPR	Property address	LA COSTA GARDENS HOMES D-20 CALLE 3 FAJARDO PR		
The subscribing representative of Banco Popular de Puerto Rico declares under penalty of perjury that according to the information gathered by Banco Popular de Puerto Rico the foregoing is true and correct.					
02/28/11					
DATE					
BANCO POPULAR DE PUERTO RICO					

SACCTFHA Josuam Figueroa

Department of Defense Manpower Data Center

Mar-04-2011 06:42:49



Military Status Report
Pursuant to the Service Members Civil Relief Act

Last Name	First/Middle	Begin Date	Active Duty Status	Active Duty End Date	Service Agency
QUIQUES TORRES	JOSE M		Based on the information you have furnished, the DMDC does not possess any information indicating the individual status.		

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard).

Mary M. Snavely-Dixon, Director
Department of Defense - Manpower Data Center
1600 Wilson Blvd., Suite 400
Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Service Members Civil Relief Act (50 USC App. §§ 501 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service via the "defenselink.mil" URL <http://www.defenselink.mil/faq/pis/PC09SLDR.html>. If you have evidence the person is on active duty and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. §521(c).

If you obtain additional information about the person (e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects **active duty status** including date the individual was last on active duty, if it was within the preceding 367 days. For historical information, please contact the Service SCRA points-of-contact.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d)(1) for a period of more than 30 consecutive days. In the case of a member of the National Guard, includes service under a call to active service authorized by the President or the Secretary of Defense for a period of more than 30 consecutive days under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy TARs, Marine Corps ARs and Coast Guard RPAs. Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps) for a period of more than 30 consecutive days.

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate.

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of SCRA extend beyond the last dates of active duty.

Those who would rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected.

WARNING: This certificate was provided based on a name and SSN provided by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided.

Report ID:8PBGLE9789